

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

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IN RE: TERESA MARIE MARRA,

Debtor.

Case No. 8:08-bk-08958-KRM

Chapter 7

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FIRST EQUITY CARD CORPORATION  
1120 Welsh Road, Suite 200  
North Wales, PA 19454,

A.P. No. 8:08-ap-00456-KRM

Plaintiff,

v.

JB Vol. 14 # 1821

TERESA MARIE MARRA  
3420 24th Parkway  
Sarasota, FL 34235,

Defendant.

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**CONSENT JUDGMENT EXCEPTING DEBT FROM DISCHARGE**

First Equity Card Corporation, by its attorney, having filed a Complaint (Docket Entry No. 1), seeking an Order pursuant to 11 U.S.C. §523(a)(2)(A) that the Defendant's indebtedness to the Plaintiff is an exception to discharge, with interest from June 19, 2008, plus the Plaintiff's costs and disbursements incurred for this action, and the Defendant, having appeared by her attorney, Timothy W. Gensmer, Esq., and the abovementioned parties having subsequently entered into negotiations resulting in the agreement set forth herein, and the Defendant's attorney, and the Plaintiff's attorney, having consented to the entry of this Judgment, and upon all papers and proceedings had herein, and after due deliberation, it is hereby

*[Signature]*

**ORDERED, DECREED, AND ADJUDGED** as follows:

1. Judgment be entered in favor of the Plaintiff and against the Defendant in the sum of \$6,925.13, plus interest at the annual rate of 9% from June 19, 2008,

2. The Judgment shall be nondischargeable pursuant to 11 U.S.C. §523(a)(2)(A), and will survive any Order of discharge in this and any subsequent bankruptcy case,

3. Execution of said Judgment shall be stayed unless and until the Defendant fails to pay to the Plaintiff the sum of \$5,200.00 (without interest), payable at \$50.00 a month for the first twelve months, and \$100.00 a month thereafter, with the first payment being due by February 1, 2009, and each subsequent payment being due by the first day of each and every month thereafter until the entire amount set forth in this paragraph has been paid in full; Although the due date for each monthly payment is the first day of each month, the Defendant shall have until the fifteenth day of each month to make the monthly payment; The Defendant shall have the right to prepay at any time, without penalty, the unpaid balance of the settlement amount set forth in this paragraph,

4. If the Defendant fails to make any of the payments within fifteen days of the dates specified in paragraph 3 above, the Stay of Execution shall be immediately dissolved, and the Plaintiff may forthwith seek to execute upon the total amount of the Judgment, less any payments actually made, using all lawful processes, and

A handwritten signature in cursive script, likely of the judge or clerk, located at the bottom right of the page.

5. If the Defendant makes all payments specified in paragraph 3 above, the Judgment will be satisfied in full.

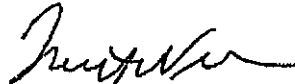
DONE AND ORDERED, in Tampa, Florida on 1-9-2009.



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HONORABLE K. RODNEY MAY  
UNITED STATES BANKRUPTCY JUDGE  
MIDDLE DISTRICT OF FLORIDA

The attorneys for the parties having reviewed the abovementioned Judgment, consent to this Court entering this Judgment as settlement of this Adversary Proceeding.



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/s/ Timothy W. Gensmer  
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Attorney for Defendant  
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/s/ Mark S. Kessler

Mark S. Kessler, Esq., No. 258326

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# # # End of Order # # #

Copies to:

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